

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Bain and Associates, Inc. 913 King Street Alexandria, VA 22314		2. Registration No. 5205
3. Name of foreign principal U Khin Shwe, Chairman and Chief Executive Officer of Zay Kabar Company, Ltd.	4. Principal address of foreign principal Building 3, Ground Floor Suite 8 Mile Junction, PYAY Road Yangon, Myanmar	
5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____</div></div> <input checked="" type="checkbox"/> Individual-State nationality: <u>Myanmar</u>		
6. If the foreign principal is a foreign government, state: <u>This is not applicable</u> a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals.		
7. If the foreign principal is a foreign political party, state: <u>This is not applicable</u> a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Textile manufacturing, development, and construction businesses

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

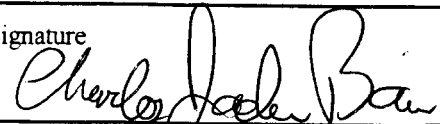
Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

This is not applicable

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

This is not applicable

Date of Exhibit A 9/3/97	Name and Title Charles Jackson Bain President	Signature 
-----------------------------	---	---

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Bain and Associates, Inc.	2. Registration No. 5205
3. Name of Foreign Principal U Khin Shwe, Chairman and Chief Executive Officer of Zay Kabar Company, Ltd.	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public Relations: coordination and dissemination of media information with other U.S. organizations, such as Myanmar American Forum (Washington, D.C.), The UNOCAL Corp. (Los Angeles, CA), and Asia Pacific Council (Washington, D.C.)

Media Relations: Placement of stories through reporter/editor contact; preparation and distribution of media materials; and creation and management of media events


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See no. 7 and attached agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Bain and Associates, Inc. will disseminate information through the U.S. media to the U.S. public about Myanmar. Some of this information may encourage public support for a change in U.S. policy with respect to Myanmar.

Date of Exhibit B 9/3/97	Name and Title Charles Jackson Bain President	Signature 
-----------------------------	---	---

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Bain and Associates, Inc.

Communications Counselors

913 King Street • Alexandria, Virginia 22314

AGREEMENT

This will serve as the agreement between Bain and Associates, Inc., (FIRM) and U Khin Shwe (CLIENT) and will commence July 15, 1997.

1. SERVICES:

(a) FIRM will provide professional counsel and related services to CLIENT as follows:

- i. Provide media relations counsel and activities to achieve strategic communications goals developed during the period of this agreement
- ii. Provide general communications counsel and public relations programs

2. CHARGES:

(a) Fee for FIRM will be no more than \$21,500 per month without specific written approval of the CLIENT. The monthly professional staff fees are payable as a retainer of \$21,500, which is due at the beginning on the first day of each monthly billing cycle, and against which staff hours will be billed. Work for the month by the FIRM cannot commence until the retainer fee is received. FIRM agrees to limit billings to this amount, except when necessary additional professional tasks are engaged by CLIENT with written approval of staff and expense budgets, or unless a new monthly fee is established by FIRM.

(b) Charges for services of FIRM will be made at FIRM's standard hourly staff rates for participating executives and staff as are required to carry out the programs and activities approved by the CLIENT. The staff rates are:

FIRM PRINCIPALS:

Senior staff

\$250.00 per hour

Account Executives

\$175.00 per hour

Junior Staff

\$150.00 per hour

Support Staff

\$100.00 per hour

\$75.00 per hour

(c) FIRM agrees to provide CLIENT with monthly invoices detailing the scope of work performed by staff working on the CLIENT's account.

(d) CLIENT will reimburse FIRM within 30 days for the net cost of all materials and services of third party suppliers and vendors authorized by CLIENT. These net costs shall be itemized and submitted with the monthly invoices for services.



(e) At times, large (above \$5,000) expenses for travel and/or third party service/material contracts will be required to perform CLIENT authorized programs. In these instances, CLIENT shall pay total estimated travel expenses or agreed-upon third-party contract amount prior to commencement of travel or third-party service contract execution. Estimated travel costs include for Principals of the FIRM, first-class air. For FIRM account executives, such costs will include business class air.

(f) CLIENT agrees to assume full liability and responsibility for any additional expenditures resulting from missed deadlines caused by CLIENT's delay in approving proposed work.

3. BILLING:

(a) FIRM will submit to CLIENT a monthly invoice for services and net costs at which time the bill is due and payable upon receipt. In the event timely payment is not made within thirty (30) days of receipt of the invoice date, CLIENT will pay a penalty of 1 1/2 percent per month on any overdue and unpaid balance.

4. CONFIDENTIALITY:

FIRM acknowledges its responsibility, both during and after the term of its appointment to use all reasonable efforts to preserve the confidentiality of CLIENT's proprietary or confidential information or data obtained by FIRM. Proprietary or confidential information is defined as information concerning the CLIENT which is not publicly available nor generally known to others, including but not limited to CLIENT's organization and management, public relations plans, programs and strategies.

The FIRM agrees:

- (a) To use such Proprietary or Confidential information only in performance of the work under this agreement.
- (b) FIRM agrees not to use, disclose or reveal any Confidential or Proprietary information, as above defined, for any purpose beyond the authorized fulfillment of its duties under this Agreement granted the FIRM in writing by the CLIENT.
- (c) The FIRM further agrees that in the event that it is terminated for any reason, it shall continue to uphold the promises specified in this Agreement, including but not limited to, its duty of confidentiality as above described.

5. INDEMNITY

It is acknowledged that FIRM cannot undertake to verify facts supplied to it by CLIENT or factual matters included in material prepared by FIRM and approved by CLIENT. Accordingly, CLIENT agrees to indemnify and hold harmless FIRM from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees and disbursements in the event that litigation is commenced) or liabilities ("damages") which FIRM might incur as a result of any materials, releases, reports or information supplied to FIRM by CLIENT or on behalf of CLIENT or prepared by FIRM and approved by CLIENT, prior to its dissemination or broadcast except such losses, claims, damages, expenses or liabilities that are:

- (a) attributable to FIRM's alleged wrongful acts;
- (b) attributable to FIRM's alleged wrongful acts resulting from disputes between FIRM and third parties related to or within the scope of this agreement. CLIENT shall similarly indemnify and hold FIRM harmless in respect to any damages arising out of the nature or use of CLIENT's products or services. This provision shall survive the expiration or earlier termination of this agreement.

6. TERMINATION:

- (a) FIRM appointment under this agreement shall be effective as of July 15, 1997 for a period of twelve (12) months at which time it may be extended or revised. This contract may be terminated prior to July 14, 1998 by either party upon not less than sixty (60) days written notice.
- (b) CLIENT has the right to terminate this contract immediately for the following acts of the FIRM:
 - i. failure to deliver agreed-upon services;
 - ii. breach of restrictions against intentional release of Confidential or Proprietary Information as provided in Section 4;
 - iii. The commission by Firm of any unlawful business practice.

7. FOREIGN AGENT REGISTRATION ACT AND RELATED COSTS:

Bain and Associates, Inc. (FIRM) and U Khin Shwe (CLIENT) agree that this relationship will be legally filed with and reported to the U.S. Department of Justice under the requirements of the Foreign Agents Registration Act, in addition to any other filings or reports required by the U.S. Government, and that the cost of legal counsel to administer these filings and reports will be considered a payable out-of-pocket expense billable with other such expenses each month.

8. MISCELLANEOUS:

(a) Special Conditions: This agreement shall not be subject to any special conditions unless such special conditions are specifically identified in attachments hereto.

(b) FIRM agrees, acknowledges and affirmatively represents that it presently has no business or personal relationships which could be considered to conflict of interest or potential conflict of interest with the CLIENT; and both CLIENT and FIRM agree to resolve potential and actual future conflicts of interest in a mutually agreeable manner.

(c) Governing Law: This agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia, United States of America.

(d) Severability: Each and every provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

(e) Entire Understanding: This agreement and any attachments contain the entire understanding between the parties with respect to this subject and supersedes all prior understandings relating to this subject. No amendment, modification or waiver of this Agreement or any part of this Agreement shall be effected except by a written instrument which has been duly executed on behalf of the party against whom the enforcement of such amendment, modification or waiver is sought.

INTENDING TO BE LEGALLY BOUND BY THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, THE PARTIES HAVE SUBSCRIBED THIS AGREEMENT ON THE DATE BELOW INDICATED.

CLIENT: U Khin Shwe Date July 15, 1997
Zay Ka Bar Co., Yangon, Myanmar

FIRM: C. Jackson Bain Date July 15, 1997
Bain and Associates, Inc. - Alexandria, VA, U.S.A.

PUBLIC RELATIONS WORK PLAN

I. Defensive PR Activities:

A. Frequently-Asked-Questions (FAQ) Document

In a loose-leaf, updatable format, provide key reporters and editors with responses and demonstrable evidence to the most-frequently-asked questions about the difficult issues.

This can be distributed directly to our list of key reporters and editors by mail, Internet, etc.

B. Editors/Reporters Guide

Create a Guide for key reporters and editors about the history of Myanmar and the current political situation and goals of the government.

Hardbound (loose leaf) edition with all updated information (geo/political background, update)

Most frequently asked questions and answers

Include list of available supportive experts for quick sources.

Can be distributed by mail or by the Internet.

II. Pro-active PR Activities:

A. Creating lists and making contact with reporters, arranging for trips or interviews.

B. Booking speaking opportunities, background luncheon briefings and media interviews for visiting opinion leaders like Michael Dobbs-Higgins (former Chairman - Merrill Lynch Asia) , Bernard Win (former President, American Express Asia), and others.

- C. Grass roots organization - seeking out supportive individuals in local communities in the U.S., create communications lines to deliver up-to-date information for their use.
- D. Material preparation - Media kits, Press releases, Media Alerts, Professional videotapes, etc.
- E. Ally development and ally communication coordination

Work with supportive organizations such as USA Engage, NAM and Communications Departments or agencies of supportive corporations to coordinate messages and enlist assistance with pro-active events, trips, etc.

- F. Cultural Affairs Events and Opportunities

Work with Cultural and Arts Groups to promote the richness of the Myanmar culture and arts. Assist in the promotion and publicity for Myanmar artists during visits to the U.S..

III. Near -term Event-Driven PR Activities

- A. Thailand leaders' visits and mutual support programs
Seek opportunities for a demonstrative publicity on such issues as drug eradication to demonstrate willingness to engage in international cooperative programs.
- B. Other visits of heads of state or official delegations to Myanmar.
- C. Large investment announcements in Myanmar with impact figures on local economy and jobs.

IV. Myanmar-American Business Council Administration

- A. Assist with creation, operation, coordination with members
- B. Prepare Quarterly update Newsletter on activities and accomplishments
- C. Create and distribute MABC Bulletins for immediate distribution of updated information and key messages.